

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

HOSPITAL DAMAS, INC.

and

UNIDAD LABORAL DE ENFERMERAS(OS)
Y EMPLEADOS DE LA SALUD

CASES 24-CA-11124
24-CA-11217
24-CA-11263

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DECISION

Statement of the Case

WILLIAM N. CATES, Administrative Law Judge. This case involves the alleged unilateral layoff and/or termination of approximately 70 unit employees by Hospital Damas, Inc. (herein Hospital) on or after January 2009. It is also alleged the Hospital made the layoffs and/or terminations without prior notice to Unidad Laboral de Enfermeras(os) y Empleados de la Salud (herein Union) and/or without first bargaining with the Union to a good-faith impasse. It is alleged the Hospital, by its actions and/or

¹ I shall refer to Counsel for General Counsel as Counsel for the Government and General Counsel as the Government.

² I shall refer to Counsel for the Hospital as Counsel for the Hospital and shall refer to the respondent as the Hospital.

³ I shall refer to Counsel for the Union as Union Counsel and refer to the Charging Party as the Union.

inaction, has failed and refused to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the National Labor Relations Act, as amended, (Act) and in violation of Section 8(a)(1) and (5) of the Act.

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The parties reached a non-Board settlement of allegations the Hospital unilaterally discontinued its past practice regarding the distribution of union literature at the hospital; that it unilaterally changed the work schedules of four Hospital Surgery Department employees; and, that the Hospital failed and refused and/or unreasonably delayed furnishing the Union with certain specifically requested relevant information. I dismissed, on the record, those complaint allegations based on the parties non-Board settlement.

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I heard these cases in trial in San Juan, Puerto Rico, on October 6, 7 and 8, 2009. The cases originate from certain charges filed by the Union including the charge in case 24-CA-11124 filed on February 11, and amended on April 24 and June 29, 2009; and, the charge in case 24-CA-11217 filed on May 11 and amended on June 26 and August 28, 2009; and, the charge in case 24-CA-11263 filed on August 28, 2009. The prosecution of these cases was formalized on September 10, 2009, when the Regional Director for Region 24 of the National Labor Relations Board (Board), acting in the name of the Board's General Counsel, issued an Order Consolidating Cases, Consolidated Amended Complaint and Notice of Hearing (Complaint) against the Hospital.

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The Hospital, in a timely filed answer to the Complaint, denied having violated the Act in any manner alleged in the Complaint.

The parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, and to file briefs. I carefully observed the demeanor of the witnesses as they testified. I have studied the whole record, the post trial briefs, and the authorities cited therein. Based on more detailed findings and analysis below, I conclude and find the Hospital violated the Act as alleged in the complaint.

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Findings of Fact

I. Jurisdiction, Labor Organization and Supervisory Status

The Hospital is a Puerto Rico corporation with an office and place of business in Ponce, Puerto Rico, where it is, and has been since approximately 1863, engaged in the operation of a hospital providing acute health care services. During the past twelve months ending September 9, 2009, a representative period, the Hospital purchased and received directly from points and places located outside the Commonwealth of Puerto Rico goods valued in excess of \$50,000. During the same period of time it also had gross revenues in excess of \$250,000. The parties admit, and I find, the Hospital is an

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employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5 The parties admit, and I find, the Union is a labor organization within the meaning of Section 2(5) of the Act.

10 Human Resources Director Gilberto Cuevas Aponte, Nursing Director Sandra Dominicci Gonzalez, Surgery Department Supervisor Amael Rodriguez, Chief Operating Officer Enrique Vicens Rivera, Finance Director Julio Colon Rivera and Assistant Human Resources Director Isabel Mercado Roman are supervisors and agents of the Hospital within the meaning of Section 2(11) and (13) of the Act.

II. The Facts

15 a) Background

20 The parties stipulated the Registered Nurses unit, Office Clerks (Clerical) unit, the Licensed Practical Nurses and Technicians unit, Professional unit, Maintenance (and Laundry) unit, Diet and Cafeteria unit and Housekeeping (Cleaning) unit, herein called the Units⁴, constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act. It is stipulated the Union has been designated the exclusive collective-bargaining representative of the Units since at least September 12, 2002, and has been recognized as such by the Hospital. The parties admit that at all times since September 12, 2002, and based on Section 9(a) of the Act the Union has been 25 the exclusive collective-bargaining representative of the Units. All of the most recent collective bargaining agreements for the Units, by the terms of the agreements, expired on September 12, 2006, except the agreement for the Housekeeping (Cleaning) unit which expired on December 31, 2008.⁵

30 b) The Layoffs and/or Terminations

35 It is alleged at paragraph 8(a) of the complaint the Hospital in or about January 2009 laid off and/or terminated approximately 70 employees of the Units and that the Hospital effectuated the layoffs and/or terminations without prior notice to the Union and/or without first bargaining with the Union to a good-faith impasse. It is alleged the Hospital, by this conduct, has been failing and refusing to bargain collectively with the exclusive collective bargaining representative of its employees, in violation of Section 8 (a)(1) and (5) of the Act.

40 In its answer to the complaint allegations regarding the layoffs the Hospital asserted 16 of those listed as being laid off and/or terminated were not affected by the layoff and one individual was listed twice. At trial the parties reached stipulations addressing the names and numbers of unit employees laid off. The parties stipulated

⁴ The units are described in detail elsewhere in this decision.

⁵ There are two collective bargaining agreements currently in effect between the Hospital and the Union covering the surgery center and accounting employees which are not at issue herein.

Union Vice President Jose Alverio Diaz was notified in writing by Human Resources Director Gilberto Cuevas Aponte on January 8, 2009, that the following unit employees would be laid off the following day January 9, 2009. The Union received the letter at approximately 4 p.m. on January 8. The listed unit employees are:

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|---------------------------------|---------------------------|
| Virginia Batalla-Soltero | Bárbara Torres-Ruiz |
| Carmen Borelly-León | Sonia Barrera-Ortiz |
| Ana García-Andujar | Dinorah Medina-Torres |
| Maricruz Hilerio-Burgos | Amayra Morales-Santiago |
| José La Torre-Pagan | Marisol Torres-Figueroa |
| María V. Martínez-Albino | Oneida Albino-Rodríguez |
| María Martínez-Irizarry | Yaneth Rodríguez-Figueroa |
| Linda R. Mercado-Pérez | Gladys Perez-Ramos |
| Elizabeth Quiñones-Santos | Rosalinda Rosado-Figueroa |
| Frances Santiago-Ortiz | Gina Bauza-Ramos |
| Linned Torres-Burgos | Lexa Cedeño-Rodríguez |
| Moriana Vélez-Figueroa | Myrna González-Martín |
| William Pagan-Plaza | Merilyn Irizarry-Torres |
| Margarita Valentín-Vélez | Esther Maldonado-Alvarado |
| Gilberto Burgos-Caraballo | Evette Martínez-Boffil |
| Mildred Sierra-Torres | Graciela Méndez-Casiano |
| Marta Barrera-Candel | Cesarine Pérez-Lara |
| Nereida Rosado | Lourdes Pulliza-Rivera |
| Janice Torres-Rodríguez | Nidia Rivera-Martínez |
| Franklyn Goenga-Morell | Sonia Mattei-Torres |
| Josephine D. Alvarado-Rodríguez | María Velazquez |
| Nicolás Ortiz-Descartes | Juan José Muñoz-Vélez |
| Angela Serrano-López | Ricardo Torres-Matos |
| Isaías Vázquez-Maldonado | Yasmin Fontanez |
| Wilson Padilla-Ralat | Efrain Rivera-Rios |
| Ana D. Quirindongo | Jorge Carlo-Torres |
| José A. Acosta-Torres | Aurea Pérez-Rivera |
| Manuel Ramos-Miranda | Edwin Moreno-Morales |

The letter of notification to the Union contained, among other information, the following:

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We notify you that we will comply with the Section Payment in substitution of Notification according to the collective bargaining agreement, making a payment of 15 additional days to the payment of wages earned to January 9, 2009.

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Each of the above listed employees laid off on January 9, 2009, received a letter from Human Resources Director Cuevas Aponte dated January 9, 2009, notifying the employees their position had been eliminated and they were terminated effective that day. The employees were advised the Hospital would establish a reinstatement list, for one year, for recall rights according to seniority. The letter also addressed the employees' COBRA Law rights and the following paragraph:

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In accordance with the Section Payment in substitution of Notification, we will be giving you a check corresponding to 15 days of

salary, as well as a payroll check for wages you have earned to January 9, 2009.

- 5 The following employees were laid off on the dates reflected by their names.
Each employee listed below received a letter of notification with the same language as noted above with only the date changed:

| | |
|-------------------------------|------------------|
| Israel Rodríguez-Santiago | January 12, 2009 |
| Ana D. Nieves-Arroyo | January 12, 2009 |
| Miriam Méndez-Pérez | January 13, 2009 |
| Ramonita Rodríguez-Echevarría | January 13, 2009 |
| Rafael Rodríguez-Prado | January 26, 2009 |
| Rosa Torres-Torres | January 26, 2009 |
| Wanda I. Escalera-Ríos | January 26, 2009 |
| René Ramos-Ramos | January 28, 2009 |
| Angela Andujar-Andujar | January 28, 2009 |
| Cruz De Jesus-Rivera | January 30, 2009 |
| Marta Viera-Maldonado | February 2, 2009 |

- 10 Unit employee and Graduate Nurse Jose Alverio Diaz testified he has worked for the Hospital for approximately twenty-eight years and has also served as steward and vice president for the Union for the last twenty of those years. Diaz stated most layoffs at the Hospital are taken care of or handled through arbitration; however, with the January 9, 2009, and following layoffs the Union filed charges with the National Labor Relations Board because of the large number of employees being laid off.

- 15 In fulfilling his duties as Union Vice President Diaz participated in contract negotiations and specifically participated in the contract negotiations starting in 2006.

- 20 Diaz testified the parties commenced negotiating in May 2006 for successor agreements to the most recent agreements that expired on September 12, 2006. According to Diaz, the parties are currently, sporadically, still negotiating toward successor agreements. Diaz, Union Director Radames Quinones, Union Executive Committee President Ana Consuelo Melendez and at least one employee from each bargaining unit serve on the Union's negotiating committee. Hospital HR Director
25 Cueras Aponte, Assistant HR Director Isabel Mercado Roman, Nursing Director Sandra Dominicci Gonzalez and others serve on the Company's negotiating committee.

- 30 Diaz testified the parties established certain ground rules for negotiating at the first bargaining session held in May 2006. According to Diaz the ground rules included where the parties agreed on language for any particular article or subject matter the article(s) would be reviewed over the evening hours, reduced to writing, and initialed by the parties the next day. During negotiations the parties had the right to caucus on items considered at any bargaining session. Any collective bargaining agreement arrived at had to be ratified by the unit employees in assembly with notification of the results reported
35 to the Hospital. According to Diaz, the Hospital was to present any collective bargaining agreement(s) arrived at and ratified by the Union to the Hospital Board for its approval. If all approved the parties then executed the agreement(s). Diaz specifically testified the

parties did not agree that any article(s) would be implemented prior to ratification of a complete collective bargaining agreement or agreements.

5 Hospital Executive Director Enrique Vicens Rivera testified the Hospital actually began negotiations with the Union in March 2006, prior to the September 2006, expiration of certain of the parties' collective-bargaining agreements. Vicens Rivera explained the Commonwealth of Puerto Rico passed a law, known as Law 27, in 2005 which mandated minimum salaries for graduate, licensed, practical and non-licensed nurses. Vicens Rivera said the Hospital's wages for its nurses was well below the
10 minimums set by Law 27 for nurses, practical nurses and non-licensed nurses. Vicens Rivera explained the Hospital provided better benefits rather than higher salaries. Vicens Rivera said Law 27 resulted in the Hospital having "to increase substantially the cash outlay for the Hospital to the tune of roughly \$1.3, \$1.4 million per annum [sic], which was 12 to 15 percent more than the salary that the Hospital was paying nurses." Vicens
15 Rivera said the Hospital gave the Union the financial numbers and operating results as well as the impact the additional salaries would have on the Hospital's operations, and tried to get the Union to compromise or reduce benefits for the nurses to off set the additional salaries to be paid the nurses pursuant to Law 27.

20 Vicens Rivera testified the Hospital could not afford to continue with the same payroll and the same number of employees unless something was renegotiated to mitigate the impact of Law 27. Vicens Rivera noted Law 27 provided for the filing of a waiver from that law's requirements. Accordingly, the Hospital submitted its financial records to the Commonwealth but, the Commonwealth of Puerto Rico denied the Hospital's
25 requested waiver from Law 27's requirements. Vicens Rivera added the Hospital then presented the whole situation to the Union advising the Union the Hospital could not afford the increases unless there were savings in other areas to off set the extra payroll.

30 Vicens Rivera explained the Hospital tried various other conditional measures to increase revenues such as asking insurance companies to renegotiate increases in payments to the Hospital but their efforts in that regard were unsuccessful. Additionally, Vicens Rivera testified the Hospital was unable to get relief from Medicare and got insufficient savings from cutting back on the use of hospital supplies and other expenses. When the Hospital presented its situation to the Union in March 2006, it was
35 also noticing a census reduction of patients of approximately fifteen percent.

Vicens Rivera said the Hospital, "first sat down to talk to them [Union] in March and from then on to this day [trial herein]" continued to talk about the Hospital's financial situation. Vicens Rivera said he personally presented the Hospital's financial
40 information to the Union President and Negotiating Committee and added the Hospital's accountants also did so on three occasions stressing the dire financial situation of the Hospital.

45 Hospital Executive Director Vicens Rivera testified he made the decision to lay off unit and other employees in January and early February 2009, after proper analysis and with approval from the Hospital's Board. Vicens Rivera said the decision to layoff in

January 2009, was made toward the end of 2008. Vicens Rivera testified; “I think we started contemplating that decision as one of our options. I would say roughly, maybe the end of November, beginning of December, because we tried several other alternatives.” He added, “it was a decision, [that] was not [made] overnight.” After
5 Vicens Rivera made the decision he instructed the Human Resources department to implement it thus the employees were notified in writing on January 9, 2009, and certain other dates in January and February. Vicens Rivera acknowledged that in his 5 to 10 meetings with the Union during negotiations he did not tell the Union the Hospital was going to implement a layoff in 2009. Vicens Rivera also acknowledged that in the layoff
10 letters to the employees no mention was made of Commonwealth of Puerto Rico Law 27.

Hospital Finance Director Julio Colon Rivera, explaining the Hospital’s financial concerns, testified that when he came to the Hospital in 2007, it was projecting a loss of \$2 million but that it ended up being \$4 million. Colon Rivera said the Hospital lost \$5
15 million in 2008 and as of the trial herein, the Hospital had lost \$18 million and was still suffering “millionaire losses.”

Human Resource Director Cuevas Aponte was the Hospital’s spokesperson during negotiations. Cuevas Aponte explained the negotiations normally followed a
20 pattern of the Union submitting a proposal with articles the Union wished to agree upon. The Hospital reviewed the articles and at the next meeting informed the Union which articles the Hospital agreed to and advised which articles would need to be negotiated. The articles both parties agreed to were initialed by the parties. Cuevas Aponte said the Hospital implemented its bargaining offer on July 24, 2007, including agreed upon
25 articles as well as articles not agreed upon. In a letter to Union dated July 26, 2007, HR Director Quinones Aponte discussed the parties July 24, 2007, negotiating session. Cuevas Aponte noted the Union had submitted a written proposal and “...the Hospital has wished that the Union understood our need and that way it would do a real and practical proposal for our situation.” Cuevas Aponte added in his letter, “this would
30 require a significant change in your statements and claim. Up to this moment we have not achieved it.” Cuevas Aponte continued in his letter, “we exposed our statement that the new proposal of the Union didn’t attend the necessities and realities of the Hospital so that ours of July 9th was final. That way the one of the Union was refused.” Cuevas Aponte concluded his letter saying; “It is for the above mentioned that we repeat the
35 necessity to which the circumstances obligates us, out of our control; particularly the impart of Law 27 and, now also, the new minimum wage. We understand that all that has occurred, including the Union’s inability to do a significant movement, does not leave us margin but to implement the proposal of the Hospital.” Although Cuevas Aponte attended approximately 30 bargaining sessions, he could not remember how many of
40 those sessions took place before July 24, 2007.

According to Human Resources Director Cuevas Aponte, the parties had, as of July 24, 2007, agreed upon Article VII, “Administrative Rights”, Article X, “Seniority Rights” and Article XI, “Security in Employment”.

Article VII, Administrative Rights, Section A reads as follows:

5 **SECTION A:** The Hospital and the Union recognize the need of
maintaining the well-being of the institution and its employees. The
Hospital, therefore, will have the exclusive right to administrate its affairs
and to manage its employees, and any other right necessary for the
10 functioning of the Hospital, such as the right to plan, program, manage
and to continue or not operations and/or services, establish work in
overtime, supervise the employees, to employ, transfer, assign employees
to different shifts and/or departments, to discipline and establish
reasonable rules of conduct and determine the services to be rendered.

Article X, Seniority Rights, at specific sections reads as follows:

15 **SECTION G.** In case that the need of suspension and/or lay off of
employees within the bargaining unit, the hospital will notify the labor
Union and the employees affected with at least 15 calendar days prior. It
also will submit to the labor Union a list with the names and positions of
20 the staff to be laid off under the terms already established of 15 days.

SECTOIN H. The hospital will be able to separate employees without
complying with Section G notification in the event of a suspension of this
article as long as, it pays the salary that he or the employees would have
25 earned during the term of notification established in said Section. Under
any of the two alternatives, the Employer will notify in writing the facts of
the lay off to employee with a copy to the labor Union.

Article XI, Security in Employment Section A “Dismissal” and Section B
30 **“Reduction of Staff”**, calls for notice to the Union within two days of a dismissal and
that seniority will be followed with respect to any permanent reductions in force.

Human Resources Director Cuevas Aponte said all previous layoffs he managed
at the Hospital followed the same procedure that was followed in the January 2009
35 layoffs. Hospital Finance Director Colon Rivera testified there were a series of layoffs
involving unit and contract employees halfway through 2008 based on economic
considerations. One of the lay offs took place in June 2008.

On June 25, 2008, HR Director Cuevas Aponte, notified Union Vice President
40 Diaz in writing (hand delivered) the Hospital would reduce its staff for economic reasons
effective June 30, 2008. The reduction involved certain (7) unit employees. Cuevas
Aponte, however, testified some unit employees who were senior to others, exercised
“bumping” rights over less senior employees that resulted in only four or five unit
employees actually being laid off and/or terminated on that date. Cuevas Aponte noted in
45 his letter to the Union; “We will have to comply with the Section of Payment in
substitution of Notifying, performing a payment of 15 days, in addition to the payment
earned up to June 30, 2008.” Cuevas Aponte wrote each terminated employee on June

25, 2008, explaining their seniority and “bumping” rights and notifying the employees; “As Section of Payment establishes in substitution of Notice, we will be delivering a check corresponding to a 15 day salary, as well as a check with the payment earned up to June 30, 2008.” There was a second lay off later that year.

On September 18, 2008, HR Director Cuevas Aponte notified Union Vice President Diaz in writing the Hospital would be eliminating some employment positions that would result in a reduction of staff. Cuevas Aponte attached to his letter a list of seven unit employees to be laid off effective September 19, 2008. Cuevas Aponte stated the Hospital did not notify the Union prior to September 18, it was going to lay off certain employees on September 19, 2008. However, Cuevas Aponte acknowledged on cross-examination he had actually sent a letter to Union Vice President Diaz on September 5, 2008, notifying the Union of the need for a reduction of two employees in the Bio Medical Department at the Hospital. Wigberto Vargas Rivera and Richard Echevarria Turpeau, were Bio Medical Department employees listed for lay off in the September 19, 2008 reduction in work force or layoff.

Cuevas Aponte acknowledged, on cross-examination, the layoffs in June and September 2008, were not comparable with the January 9, 2009, regarding the number of employees laid off. Cuevas Aponte stated he did, however, follow the same procedure in the 2008 and 2009 lay offs.

It is undisputed there were no layoffs at the Hospital between June 1999 and mid-2008. Assistant Human Resources Director, Mercado Roman testified there was a layoff in June 1999. The Union was notified in writing on June 2, 1999, of a lay off effective June 4, 1999. However, the letter indicates, and Assistant HR Director Mercado Roman asserted, the Union had been advised earlier of the pending layoff. Mercado Roman acknowledged the collective bargaining agreement in effect in 1999 between the parties specified the Union be given notice 10 days prior to any lay off.

III. Analysis, Discussion and Conclusions

The following principles are helpful in examining the issues herein. It is well settled and accepted that absent waiver or impasse an employer may not unilaterally change terms and conditions of employment for employees represented by a labor organization *NLRB v. Katz* 369 U.S. 736 (1962). Laying off unit employees is a change in terms and conditions of employment over which an employer must bargain *Tri-tech Services* 340 NLRB 894 (2003). Stated differently a decision to lay off employees is a mandatory subject of bargaining. The Board in *Pan American Grain Co.* 351 NLRB 1412, 1414 (2007) stated: “Where an employer decides to lay off employees for ‘economic reasons’ rather than due to a change in the scope of its operations, such a layoff decision is a mandatory subject of bargaining.” The Board in *Alpha Associates* 344 NLRB 782, 785 (2005) explained:

It is axiomatic that an employer’s decision to lay off employees is a mandatory subject of bargaining; thus, in the absence of an agreed-upon

contractual provision on the subject, an employer is obligated to bargain with an incumbent union with respect to both the decision to conduct a layoff and the effects of any such decision. See, *Farina Corp.*, 310 NLRB 318, 320 (1993). That an employer's determination to lay off employees is motivated by economic considerations does not relieve an employer of its bargaining obligation. Id. However, if an employer can demonstrate that 'economic exigencies' compelled prompt action, the Board will excuse the employer's failure to notify and bargain with the union prior to implementing its decision. See *Bottom Line Enterprises*, 302 NLRB 373 (1991). The Board has characterized the economic exigency exception as a heavy burden, however; thus, the Board has limited its application of the exception to 'extraordinary events which are 'an unforeseen occurrence, having a major economic effect [requiring] the company, to take immediate action.'" *Hawkins Lumber Co.*, 316 NLRB 837, 838 (1995) (quoting *Angelica Healthcare Services*, 284 NLRB 844, 852-853 (1997)). "Absent a dire financial emergency, the Board has held that economic events such as the loss of significant accounts or contracts, operation at a competitive disadvantage, or supply shortage do not justify unilateral action." *RBE Electronics of S.D.*, 320 NLRB 80, 81 (1995). [footnote omitted]

Absent "economic exigencies" an employer must provide adequate notice to the union and bargain with the union representing its employees concerning both the layoff decision and the effects of that decision. *Lapeer Foundry & Machine, Inc.*, 289 NLRB 952, 954-955 (1988).

An employer may not rely upon a management rights clause in an expired collective bargaining agreement, to constitute a waiver by a union to bargain over the employer's decision to lay off employees and over the effects of these layoffs. The waiver of a union's right to bargain does not outlive the contract that contains it, absent some evidence of the parties' intention to the contrary. *Paul Mueller Co* 332 NLRB 312, 313 (2000). Where a management rights clause constitutes such a waiver, such is ordinarily limited to the duration of the collective-bargaining agreement. Stated differently, a management rights clause simply does not survive the expiration of the collective-bargaining agreement. *Clear Channel Outdoor, Inc.* 346 NLRB 696, 703 (2006).

As to waivers, the Board will not infer a waiver of a statutory right to bargain unless the waiver is "clear and unmistakable." *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693, 708 (1983). The Board will assess alleged waivers by examining a number of factors including bargaining history. The fact that a union may have acquiesced to certain prior unilateral changes does not operate as a waiver of its right to bargain over such changes for all time. *King Soopers Inc.* 340 NLRB 628, 635 (2003).

As to notice, for a prior notice to be adequate under the Act a union must be provided a reasonable opportunity to evaluate the employer's proposals and present

counter proposals before the employer implements change. *Gannett Co.*, 333 NLRB 355, 357 (2001).

If the Government demonstrates an employer made a unilateral change involving a mandatory subject of bargaining the burden rests with the employer to demonstrate such a unilateral change was in some way privileged or the employer's change will violate the Act. *Pam American Grain* 351 NLRB 1412, 1414, *fn 9*. In that regard if an employer can establish that the unilateral change was made pursuant to a longstanding practice it amounts to a continuation of the status quo and not a violation of the Act. Stated differently a longstanding practice may become a term and condition of employment and an employer would not violate the Act if it acts consistently with that practice in making further unilateral changes. *Courier-Journal I*, 342 NLRB 1093, 1094 (2004) and *Courier-Journal II*, 342 NLRB 1148 (2004). [I can not deny familiarity with *Courier-Journal II*.] The Board in *Shell Oil Company* 149 NLRB 283, 287 addressed the issue of the establishment of a prior practice brought about by contract provisions that had expired. The Board in *Shell Oil Company* concluded the employer was simply following an established practice when it unilaterally subcontracted out certain maintenance work, during a hiatus between contracts, in light of the fact it was contractually permitted to do so pursuant to the parties prior, but expired, collective bargaining agreement. The collective bargaining agreement provisions, which had been "frequently invoked", had become established employment practices and as such terms and conditions of employment. The Board further noted, "it is well settled that notwithstanding the termination of a labor contract, the parties, pending its renewal or negotiation, have the right and obligation to maintain existing conditions of employment."

An employer violates Section 8(a)(5) and (1) of the Act by unilaterally changing wages, hours, and other terms and conditions of employment of represented employees, as is the case herein, without first providing the bargaining representative with notice and a meaningful opportunity to bargain about the change. First, it is clear, and I find, the decision to lay off employees constitutes a change in their working conditions. In fact, it is a dramatic change. Second, the change (layoffs) was based on economic considerations unrelated to managerial decisions that may be exercised exclusively by management. The Hospital was clear its need for the layoffs was based on economic considerations. In that regard, Hospital HR Director Cuevas Aponte informed the Union in his January 8, 2009, letter notifying the Union of the layoffs effective the next day its actions were based on, "the difficult fiscal situation which the Hospital is going through." Cuevas Aponte informed each of the employees being laid off their layoff was as a direct result of economic difficulties the Hospital was experiencing. Hospital Executive Director Vicens Rivera explained the Hospital simply could not afford to continue the same payroll with the same number of employees unless something was negotiated to mitigate the effects of Commonwealth Law 27 that mandated certain minimum wages for graduate, licensed, practical and non-licensed nurses. It is clear the layoffs were for economic reasons and a mandatory subject of bargaining.

The fact the Hospital was experiencing a census reduction in patients and a Commonwealth mandated wage increase for unit employees does not relieve the Hospital of its bargaining obligations with the Union regarding its represented employees. The Hospital failed to establish “economic exigencies” compelling prompt action that might have excused its failure to timely notify and bargain with the Union over the layoffs. The evidence establishes the Hospital’s economic concerns had been ongoing for an extended time. As Hospital Finance Director Colon Rivera testified that when he came to the Hospital in 2007 it was projecting a loss of 2 million which doubled to 4 million and the Hospital experienced “millionaire losses” yearly thereafter. Simply stated, there was no sudden economic emergency in January 2009 that would justify the Hospital’s lack of adequate notice to the Union.

The one day notice the Hospital gave the Union regarding the January 2009, layoffs did not provide the Union with a meaningful opportunity to bargain. The Union was, for example, denied any opportunity to consult with the unit employees and/or to formulate or propose other actions that might have negated the need for the layoff. The Union was notified at around 4 p.m. the evening before the layoff that it would be effective the next morning. The evidence warrants, and I conclude, the Hospital presented the Union with a “fait accompli” regarding the layoff.

Any contention of the Hospital that the Union waived its right to timely notice and an opportunity to negotiate fails upon close scrutiny. While provisions contained in the parties most recently expired collective bargaining agreements may have outlined a procedure for the Hospital to forgo providing notice of a layoff as long as it paid unit employees a fixed number of days of wages, those agreement provisions had expired. Assuming arguendo, a waiver of notice and bargaining in certain articles of the parties most recently expired collective bargaining agreements, which articles are specifically set forth elsewhere in this decision, any such waiver(s) did not outline the expired agreements. The fact the Union may have tentatively agreed to like language in any new agreements with the Hospital, such does not alter the fact no complete agreements had been negotiated at the time of the layoffs. The parties negotiating rules precluded implementation of partial agreements arrived at during negotiations. The negotiating rules called for complete agreements to be formally accepted before any tentative agreements could be given full force and effect.

The Hospital failed to establish the parties were at a legal impasse in July 2007, when it asserts it implemented its last, best, and final offer which assertedly contained tentatively agreed upon provisions regarding notice or payment to unit employees instead of notice. There is no showing the parties believed they were at the end of their rope on further negotiations in July 2007. Statements by various witnesses indicates the parties continued to negotiate long after July 2007. Union Vice President Diaz credibly testified the parties currently are still; albeit sporadically, negotiating toward new collective bargaining agreements. Hospital Executive Director Vicens Rivera testified the Hospital has continued to talk with the Union until the present about its financial situation. Hospital Human Resource Director Cuevas Aponte, who served as the Hospitals’ spokesperson during negotiations, attended approximately 30 bargaining sessions but

could not recall how many of the sessions occurred before July 2007, and how many afterward. Simply stated the evidence does not support a finding the parties had reached a deadlock in their negotiations in July 2007. Accordingly, I conclude no lawful impasse existed in July 2007, even though the Hospital declared such to be the case. The

5 Hospital can not justify nor establish a valid defense to its actions by contending it implemented terms and conditions, after impasse, that allowed or permitted its unilateral action regarding the January 9, 2009, layoff of the unit employees at issue herein. The Hospital in its post-trial brief even acknowledges; “it is true that there was no collective bargaining [agreement] in place at the moment these [2009] layoffs were decided and
10 executed,” however; the Hospital asserts it was following an established past practice which was outlined in the management, seniority, and reduction of staff rights provisions in the most recently expired collective bargaining agreements between the parties.

15 In that regard, the Hospital presented evidence about a layoff in 1999, and two layoffs in the summer of 2008 which it contends further supports its defense it was following an established past practice.

I find the Hospital’s evidence regarding the 1999 layoff and the two 2008 layoffs do not establish a past practice regarding lay offs that would justify the Hospital’s
20 unilateral layoff action in early 2009. The evidence not only does not establish a past practice it does not even support a conclusion the Hospital was maintaining the status quo and thus no unlawful unilateral action on its part. First, three layoffs over a 10 year span does not establish a practice that occurs with such regularity and frequency that it could be expected to reoccur on a consistent basis. Second, the three previous layoffs, at
25 best, only establishes the Hospital provided inconsistently timed notices to the Union. For example, in the 1999 layoff the Hospital provided the Union written notice on June 2, 1999, that a layoff would take effect on June 4, 1999; however, Assistant HR Director Mercado Roman testified, and the notification letter reflects, the Union had been earlier notified of the pending June 4, 1999 layoff. Additionally, there was a collective
30 bargaining agreement in effect between the parties at the time which specified, according to Mercado Roman, the Union would be given a 10 day notice. I note the Hospital did not provide copies of the collective bargaining agreements in effect in 1999, thus no showing has been made with respect to what, if any, other language in those agreements could be considered applicable to layoffs or even if the language set forth in the most
35 recently expired collective bargaining agreements was the same as the 1999 agreements.. The procedure and routine followed by the Hospital in the 1999 layoff does not support the Hospital’s contention it was following an established past practice with regard to the procedure it followed in its early 2009 layoffs.

40 The second layoff the Hospital contends supports its defense it was following an established past practice in its early 2009 layoffs involves a September 2008 layoff. In that layoff the Hospital notified the Union in writing on September 18, 2008, it would eliminate some (seven) employment positions for economic reasons effective September 19, 2008. HR Director Cuevas Aponte first testified the Hospital did not notify the
45 Union before September 18, 2008, of the September 19, 2008 layoff; however, on cross-examination he acknowledged, and identified, a letter he sent to the Union on September

5, 2008, notifying the Union of the need for a reduction in force of two Bio Medical Department employees. I note two specifically named Bio Medical Department employees were included among the seven listed on the September 19, 2008 layoff. It appears the Union was provided early notice regarding at least some of the employees who were eventually laid off on September 19, 2008. This additional notice time would have provided the Union more time to negotiate with the Hospital regarding the layoff; however, and more to the point, it does not support the Hospital's contention it was following an established practice of a one day notice when it provided the Union one day notice of layoffs in early January 2009.

The third layoff the Hospital relies on to demonstrate it followed an established past practice took place in June 2008. HR Director Cuevas Aponte notified the Union on June 25, 2008, the Hospital would reduce, by seven, its staff effective June 30, 2008, for economic reasons. Cuevas Aponte acknowledged that of the seven unit employees some senior ones exercised "bumping" rights over less senior employees resulting in only four or five unit employees actually being laid off. With the five day instead of one day notice as was in the case in the 2009 layoffs, the Union had additional time to respond; and some unit employees by exercising certain rights, were able to avoid being laid off. It is clear the June 2008 procedure and layoff notification was significantly different from the early 2009 layoff.

I find, for the reasons outlined above, the Hospital failed to demonstrate an established past practice regarding layoffs. Further I find the Hospital, in early 2009, unilaterally laid off the unit employees specifically identified elsewhere herein, and others similarly situated, without affording the Union adequate notice and an opportunity to bargain with respect to the layoff decision and its effects. I find the Hospital's actions violate Section 8(a)(5) and (1) of the Act.

REMEDY

Having found that the Hospital has engaged in certain unfair labor practices, I find it necessary to recommend the Hospital be ordered to cease and desist there from and to take certain affirmative action designed to effectuate the policies of the Act and post an appropriate notice in both English and Spanish. . It is recommended the Hospital be ordered to reinstate the laid off employees and make them whole for any losses they may have suffered, in accordance with *F.W. Woolworth Co.* 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987) see also *Lapeer Foundry & Machine*, 289 NLRB 952, 955-956 (1988). It is also recommended the Hospital be ordered to bargain with the Union concerning any decision to lay off and/or terminate unit employees for economic reasons and the effects of any layoff for economic reasons.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:⁶

ORDER

The Hospital, Hospital Damas, Inc. Ponce, Puerto Rico, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Laying off and/or terminating employees for economic reasons in the units represented by Unidad Laboral de Enfermeras(os) y Empleados de la Salud without providing the Union timely notice and an opportunity to bargain about the decision and the effects thereof. The bargaining units are:

Registered Nurses Unit

INCLUDED: All Registered Nurses, including the Registered Nurses in Cardiology.

EXCLUDED: All other employees, including Supervisory Nurses, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Office Clerical Unit

INCLUDED: All ward clerks, office/clerical employees, bookkeepers, sales persons, emergency room cashiers, telephone switchboard operators, computer operators, receptionists, merchandise receivers and dispatchers, liaison officer and transcriptionists.

EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Licensed Practical Nurses and Technicians Unit

INCLUDED: All Licensed Practical Nurses, Practical Nurses II, Nursing Assistants, Orderlies, X-Ray Technicians, Emergency Room Technicians, EKG Technicians, Operating Room Technicians, Pharmacy Assistants, Respiratory and Physical Therapists, Nuclear Medicine and Ultrasound

⁶ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Technicians, Cardiology Practical Nurses and Oxygen Equipment Technicians.

5 EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

10 Professional Unit

INCLUDED: All Medical Technologists, Microcopists, Laboratory Technicians, Blood Bank Technicians, Histopathology Technicians, Laboratory Assistants, Laboratory and Autopsy Technicians, Physical Therapists.

15 EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

20 Laundry and Maintenance Unit

25 INCLUDED: All General Mechanics, carpenters, Bio-medical Equipment Technicians, Boiler Operators, Drivers, Electricians, General Helpers, Plumbers, Cabinet Makers, Refrigeration Mechanics, Maintenance Assistants, Masons, and al the employees in the Laundry Department.

30 EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Diet and Cafeteria Unit

35 INCLUDED: All Cooks, Cook Assistants, Warehouse employees, Food Service Employees and Cafeteria Employees.

40 EXCLUDED: All other employees, including Nurses and Registered Nurses, Accountants, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Cleaning Unit

45 INCLUDED: All janitorial employees.

EXCLUDED: All other employees, including executives, Nurses and Registered Nurses, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Before laying off and/or terminating bargaining unit employees for economic reasons, notify and , on request, bargain with the Union as the exclusive collective-bargaining representative of employees in units described above over the layoff and/or termination decision and its effects.

(b) Within 14 days from the date of the Board's Order, to the extent it has not already done so, offer the following and other similarly situated employees, immediate reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed:

| | | |
|---------------------------------|---------------------------|-------------------------------|
| Virginia Batalla-Soltero | Isaías Vázquez-Maldonado | Lourdes Pulliza-Rivera |
| Carmen Borelly-León | Wilson Padilla-Ralat | Nidia Rivera-Martínez |
| Ana García-Andujar | Ana D. Quirindongo | Sonia Mattei-Torres |
| Maricruz Hilerio-Burgos | José A. Acosta-Torres | María Velazquez |
| José La Torre-Pagan | Manuel Ramos-Miranda | Juan José Muñoz-Vélez |
| María V. Martínez-Albino | Bárbara Torres-Ruiz | Ricardo Torres-Matos |
| María Martínez-Irizarry | Sonia Barrera-Ortiz | Yasmin Fontanez |
| Linda R. Mercado-Pérez | Dinorah Medina-Torres | Efrain Rivera-Rios |
| Elizabeth Quiñones-Santos | Amayra Morales-Santiago | Jorge Carlo-Torres |
| Frances Santiago-Ortiz | Marisol Torres-Figueroa | Aurea Pérez-Rivera |
| Linned Torres-Burgos | Oneida Albino-Rodríguez | Edwin Moreno-Morales |
| Moriama Vélez-Figueroa | Yaneth Rodríguez-Figueroa | Israel Rodríguez-Santiago |
| William Pagan-Plaza | Gladys Perez-Ramos | Ana D. Nieves-Arroyo |
| Margarita Valentín-Vélez | Rosalinda Rosado-Figueroa | Miriam Méndez-Pérez |
| Gilberto Burgos-Caraballo | Gina Bauza-Ramos | Ramonita Rodríguez-Echevarría |
| Mildred Sierra-Torres | Lexa Cedeño-Rodríguez | Rafael Rodríguez-Prado |
| Marta Barrera-Candel | Myrna González-Martín | Rosa Torres-Torres |
| Nereida Rosado | Merilyn Irizarry-Torres | Wanda I. Escalera-Ríos |
| Janice Torres-Rodríguez | Esther Maldonado-Alvarado | René Ramos-Ramos |
| Franklyn Goenga-Morell | Evette Martínez-Boffil | Angela Andujar-Andujar |
| Josephine D. Alvarado-Rodríguez | Graciela Méndez-Casiano | Cruz De Jesus-Rivera |
| Nicolás Ortiz-Descartes | Cesarine Pérez-Lara | Marta Viera-Maldonado |
| Angela Serrano-López | | |

(c) Make whole the unit employees named above in subparagraph 2(b), and other similarly situated employees, for any loss they may have suffered as a result of the Hospital's unlawful conduct, in the manner set forth in the remedy section herein.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of the Board's Order.

(e) Within 14 days after service by Region 24 of the Board post at its Ponce, Puerto Rico, facility copies of the attached notice in **English** and **Spanish** marked "Appendix." Copies of said notice, on forms provided by the Regional Director for Region 24, after being duly signed by the Hospital's authorized representative, shall be posted by the Hospital immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Hospital to insure that said notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Hospital has gone out of business or closed the facility involved in these proceedings, the Hospital shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees employed by the Hospital at any time since January 9, 2009.

(f) Within 21 days after service by the Region, file with the Regional Director for Region 24 a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Hospital has taken to comply herewith.

Dated, Washington, D.C. December 16, 2009

William N. Cates
Associate Chief Judge

APPENDIX

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT layoff and/or terminate employees in the units represented by Unidad Laboral de Enfermeras(os) y Empleados de la Salud, for economic reason without first providing the Union timely notice and an opportunity to bargain about the decision and its effects. The Units are:

Registered Nurses Unit

INCLUDED: All Registered Nurses, including the Registered Nurses in Cardiology.

EXCLUDED: All other employees, including Supervisory Nurses, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Office Clerical Unit

INCLUDED: All ward clerks, office/clerical employees, bookkeepers, sales persons, emergency room cashiers, telephone switchboard operators, computer operators, receptionists, merchandise receivers and dispatchers, liaison officer and transcriptionists.

EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Licensed Practical Nurses and Technicians Unit

INCLUDED: All Licensed Practical Nurses, Practical Nurses II, Nursing Assistants, Orderlies, X-Ray Technicians, Emergency Room Technicians, EKG Technicians, Operating Room Technicians, Pharmacy Assistants, Respiratory

and Physical Therapists, Nuclear Medicine and Ultrasound Technicians, Cardiology Practical Nurses and Oxygen Equipment Technicians.

EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Professional Unit

INCLUDED: All Medical Technologists, Microcopists, Laboratory Technicians, Blood Bank Technicians, Histopathology Technicians, Laboratory Assistants, Laboratory and Autopsy Technicians, Physical Therapists.

EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Laundry and Maintenance Unit

INCLUDED: All General Mechanics, carpenters, Bio-medical Equipment Technicians, Boiler Operators, Drivers, Electricians, General Helpers, Plumbers, Cabinet Makers, Refrigeration Mechanics, Maintenance Assistants, Masons, and all the employees in the Laundry Department.

EXCLUDED: All other employees, including executives, Executive Secretaries, Nurses and Registered Nurses, Accountants, Professional Personnel, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Diet and Cafeteria Unit

INCLUDED: All Cooks, Cook Assistants, Warehouse employees, Food Service Employees and Cafeteria Employees.

EXCLUDED: All other employees, including Nurses and Registered Nurses, Accountants, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

Cleaning Unit

INCLUDED: All janitorial employees.

EXCLUDED: All other employees, including executives, Nurses and Registered Nurses, Guards and Supervisors as defined by the National Labor Relations Act (N.L.R.A.).

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, before laying off and/or terminating bargaining unit employees, for economic reasons, timely notify the Union, and upon request, bargain with the Union, as the exclusive bargaining representative of employees in the units described above, over the decision to layoff and/or terminate employees and the effects thereof.

WE WILL, within 14 days from the date of the Board's Order, to the extent we have not already done so, offer the following employees, and other similarly situated employees, immediate reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights previously enjoyed:

| | | |
|---------------------------------|---------------------------|-------------------------------|
| Virginia Batalla-Soltero | Isaías Vázquez-Maldonado | Nidia Rivera-Martínez |
| Carmen Borelly-León | Wilson Padilla-Ralat | Sonia Mattei-Torres |
| Ana García-Andujar | Ana D. Quirindongo | María Velazquez |
| Maricruz Hilerio-Burgos | José A. Acosta-Torres | Juan José Muñoz-Vélez |
| José La Torre-Pagan | Manuel Ramos-Miranda | Ricardo Torres-Matos |
| María V. Martínez-Albino | Bárbara Torres-Ruiz | Yasmin Fontanez |
| María Martínez-Irizarry | Sonia Barrera-Ortiz | Efrain Rivera-Rios |
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| Elizabeth Quiñones-Santos | Amayra Morales-Santiago | Aurea Pérez-Rivera |
| Frances Santiago-Ortiz | Marisol Torres-Figueroa | Edwin Moreno-Morales |
| Linned Torres-Burgos | Oneida Albino-Rodríguez | Israel Rodríguez-Santiago |
| Moriama Vélez-Figueroa | Yaneth Rodríguez-Figueroa | Ana D. Nieves-Arroyo |
| William Pagan-Plaza | Gladys Perez-Ramos | Miriam Méndez-Pérez |
| Margarita Valentín-Vélez | Rosalinda Rosado-Figueroa | Ramonita Rodríguez-Echevarría |
| Gilberto Burgos-Caraballo | Gina Bauza-Ramos | Rafael Rodríguez-Prado |
| Mildred Sierra-Torres | Lexa Cedeño-Rodríguez | Rosa Torres-Torres |
| Marta Barrera-Candel | Myrna González-Martín | Wanda I. Escalera-Ríos |
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| Janice Torres-Rodríguez | Esther Maldonado-Alvarado | Angela Andujar-Andujar |
| Franklyn Goenga-Morell | Evette Martínez-Boffil | Cruz De Jesus-Rivera |
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| Nicolás Ortiz-Descartes | Cesarine Pérez-Lara | |
| Angela Serrano-López | Lourdes Pulliza-Rivera | |

WE WILL make the employees listed above, and other similarly situated employees, whole for any loss of earnings and other benefits suffered as a result of their unlawful layoff or termination, plus interest.

Hospital Damas, Inc.
(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under

the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

La Torre de Plaza, Suite 1002, 525 F. D. Roosevelt Avenue,
San Juan, PR 00918-1002
(787) 766-5347, Hours: 7:30 a.m. to 4:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF
POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER
MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS
PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S
COMPLIANCE OFFICER (787) 766-5377